

Agreement to supply SCHOOL CROSSING GUARD SERVICES

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FROM FILE

This agreement, made and entered into this the 14th day of January, 19 99, by and between CITY OF FORT LAUDERDALE, a municipal corporation of Florida, City Hall, Fort Lauderdale, Florida 33301, hereinafter called the "City."

- and -

Name of CONTRACTOR: Adecco Employment Services

ADDRESS: 6700 N. Andrews Avenue, Suite 100, Ft. Lauderdale, FL 33309

A Corporation: _____, A Partnership: _____, An Individual: _____, Other _____
authorized to do business in the State of Florida, hereinafter called the "Company."

Witnesseth that: Whereas, the City did advertise and issue an Invitation to Bid (ITB) for supplying the requirements of the City for the items and/or service listed above for the period of three years
AND the Contractor submitted a bid which was accepted and approved by the City:

Formal authorization of this contract was adopted by the City Commission on (date) January 12, 1999, Pur-1

Now, therefore, for and in consideration of the premises and the mutual covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to sell to the City and the City agrees to buy from the Company, during the period beginning January 4, 1999 and ending August 30, 2001 for the requirements listed above and according to the following specifications, terms, covenants and conditions.

- a. The Legal Advertisement, Invitation to Bids containing general conditions, instructions to bidders, information for bidders, special conditions, specifications, addenda, and/or any other attachments forming a part of ITB No. 582-7982 and the Contractor's bid in response form a part of this contract and by reference are made a part hereof.
- b. In construing the rights and obligations between the parties, the order of priority in cases of conflict between the document shall be as follows:
 - 1) This contract Form G-110, Rev. 1/96.
 - 2) The City's ITB and all addenda thereto.
 - 3) Contractor's bid in response to the City's ITB.
- c. **Warranty:** The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifications the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.
- d. **Cancellation:** The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products or services as specified herein and/or upon 30 days written notice. This applies to all items of goods or services.
- e. **Taxes Exempt:** State Sales and Federal Excise Taxes are exempted.
- f. **Invoicing:** Contractor will forward invoices in duplicate for payment to the Finance Department, 100 North Andrews Avenue, Fort Lauderdale, Florida 33301. If discount (other than prompt payment terms applies, such discount MUST appear on the invoices.

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2. Contract Special Conditions. The following special conditions are made a part of and modify the standard provisions contained in this contract Form G-110.

3. Contract Summary:

- a. Attachments Vendors's proposal, blank copy of the RFP
- b. Payment Terms Per RFP
- c. Delivery Per RFP
- d. Quantities Per RFP
- e. Insurance Yes XX No
- f. Performance Bond/Letter of Credit Yes No XX
- g. Class Item
- h. Procurement Specialist Initials LRW

4. Contractor's Phone Number: (954) 776-5502

Contractor's FAX Number: (954) 776-0326

CITY OF FORT LAUDERDALE

By

Purchasing Manager (City Manager's Designee)

Auth.: Sec. 2-45.1 of Code & CM Memo 88-289
2-180(8) 98-1832

By Michael J. Panch

Assistant City Attorney (Approved as to form)

Date

Date 1/27/99

VENDOR COMPANY

ARLEEN RAMOS
Name of Company Officer (please print)

BY Arleen Ramos
Authorized Officer's Signature

Date 1/22/99

Branch Manager

Title (please print)